

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E, FREEDMAN Chief Deputy Director

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www.publichealth.lacounty.gov

December 07, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 



BOARD OF SUPERVISORS

Gloria Molina First District Mark Ridley-Thomas Second District Zev Yaroslavsky

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Fifth District

## ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

#26 DECEMBER 7, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL TO ACCEPT A GRANT AWARD FROM THE CALIFORNIA HIV/AIDS RESEARCH PROGRAM EFFECTIVE DECEMBER 1, 2010 THROUGH NOVEMBER 30, 2013, DELEGATE AUTHORITY TO ACCEPT AN ANTICIPATED SUBAWARD FROM THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

LOS ANGELES FROM A NATIONAL INSTITUTE OF HEALTH GRANT AWARD EFFECTIVE SEPTEMBER 30, 2010 THROUGH JUNE 30, 2015 AND APPROVAL OF AN APPROPRIATION ADJUSTMENT

(ALL DISTRICTS)

(4 VOTES

## **SUBJECT**

Request approval to accept a three-year grant award from the California HIV/AIDS Research Program to support a Human Immunodeficiency Virus research study, and delegate authority to accept an anticipated subaward from the Regents of the University of California, Los Angeles, for The Seek, Test, and Treat Model and accept future awards and/or amendments, and approval of an Appropriation Adjustment.

#### IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute a Grant Award (GA), Award Number MH-10-LAC-610, (Exhibit I), from the California HIV/AIDS Research Program (CHRP), to participate in a Human Immunodeficiency Virus (HIV) research study to be conducted by DPH's Office of AIDS Programs and Policy (OAPP), for the period of December 1, 2010 through November 30, 2013, in an anticipated total amount of approximately \$1,380,000 (\$460,000 per year).

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- 2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments that are consistent with the requirements of the CHRP GA, that extend the term through November 30, 2014, allow for the rollover of unspent funds, and/or provide for an increase or decrease in funding up to 25 percent of each terms' base amount, subject to review and approval by County Counsel and notification to your Board.
- 3. Delegate authority to the Director of DPH, or his designee, to accept and sign an anticipated subaward from The Regents of the University of California, Los Angeles (UCLA) to support The Seek, Test, and Treat Model for the period of September 30, 2010 through June 30, 2015, at an anticipated total amount of \$2,700,000 (\$540,000 per year); 100 percent offset by UCLA's pass-through grant obtained from the federal National Institutes of Health (NIH), subject to review and approval by County Counsel and the CEO, and notification to your Board.
- 4. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments to the Agreement with UCLA, that extend the term through June 30, 2016, at generally similar funding levels, allow for the rollover of unspent funds, and/or provide for an increase or decrease in funding up to 25 percent of each terms' base amount, subject to review and approval by County Counsel and notification to your Board.
- 5. Approve the attached Appropriation Adjustment (Exhibit II) in the amount of \$268,000 to increase appropriation for salaries and employee benefits (S&EB) in the amount of \$152,000 and services and supplies (S&S) in the amount of \$116,000 for fiscal year (FY) 2010-11, 100 percent offset by State funds.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the CHRP GA and authorization to accept future awards and/or amendments will allow DPH to participate in a research study designed to improve Los Angeles County's (County) HIV positive patient clinical outcomes by implementing a patient-centered medical home model that uses an electronic data interface (EDI) to improve patient care coordination among providers and the Rand Schrader Clinic at LAC+USC Medical Center. An EDI between the participating providers' electronic health record (EHR) and the OAPP data management system would allow for seamless exchange of information and improving care coordination between medical providers, subspecialty providers, and case management providers.

This action will enhance OAPP's on-going efforts to provide OAPP-funded HIV care providers with the ability to share data with each clinics' individual EHR and improve health outcomes for persons living with HIV/Acquired Immune Deficiency Syndrome (AIDS) in the Ryan White system of care in the County.

Approval of the UCLA subaward and authorization to accept future awards and/or amendments will allow DPH to offset the increased cost of HIV prevention efforts with the Los Angeles County Sheriff's Department (LASD) and DPH HIV Epidemiology Program (HEP), allowing DPH and LASD to expand HIV prevention efforts to HIV positive inmates recently released from LASD facilities.

The purpose of the Seek, Test, and Treat Model is to: (1) decrease the number of HIV positive inmates who are released into their community who fail to access subsequent HIV care and treatment needed to maintain a low viral load and good health; (2) assess the cost effectiveness of dedicating resources to work with the former inmates to maintain a low HIV load with individual

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benefits, community-wide benefits and, in terms of the cost of a peer-driven network, maintain them in care for the duration of the study; and (3) evaluate the HIV prevention impact in the communities to which the inmates return. This is a new model, and will be an important HIV prevention strategy to address HIV transmission among the HIV-positive formerly incarcerated population in the County.

The appropriation adjustment will allow DPH to support programmatic expenditures in FY 2010-11. These expenditures include staffing and S&S costs associated with the EDI project.

## <u>Implementation of Strategic Plan Goals</u>

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The total amount of the CHRP GA from UCLA will be \$1,380,000 for the period of December 1, 2010 through November 30, 2013, at an annual amount of \$460,000 for the period starting December 1, 2010 through November 30, 2011.

The total amount of the NIH subaward from UCLA is \$2,700,000 for the period of September 30, 2010 through June 30, 2015, at an estimated annual amount of \$540,000 for the period starting September 30, 2010 through June 30, 2011.

The attached appropriation adjustment in the amount of \$268,000 will increase DPH's FY 2010-11 Final Budget to support the costs associated with the EDI.

Upon receipt of the UCLA NIH grant award, DPH will return to your Board for approval of an Appropriation Adjustment.

Funding will be included in future fiscal years, as necessary.

There is no net County cost associated with this action.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Patient-Centered Medical Home Model

Both OAPP and the Department of Health Services (DHS) are required by different funding entities to report different client-level information for funding and payment purposes. The data collection systems are not linked, and often the information captured between them is not consistent. The existing method of exchanging data between DHS' QuadraMed Affinity system and OAPP's client-level Casewatch Millennium data collection system presents a number of challenges including limited data exchange. This poor data exchange infrastructure means that providers of case management services and medical subspecialty services often do not have access to the relevant patient information and cannot provide optimal and coordinated care.

On July 15, 2010, OAPP received notification from CHRP of award funding for The Patient-Centered Medical Home Model research project, an EDI that will facilitate information exchange between OAPP-funded HIV community service providers and the Rand Schrader Clinic at LAC+USC Medical

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Center. The purpose of the EDI is to improve care coordination and further efforts at Rand Schrader Clinic to improve a patient centered medical home model of integrated and coordinated services for persons living with HIV/AIDS.

The Seek, Test, and Treat Model Study

On April 1, 2010, UCLA and OAPP submitted a joint application to the NIH to implement The Seek, Test and Treat Model study. This proposed study will be among the first in the nation to incorporate an intervention to improve retention in HIV care and achieve viral load suppression tailored specifically to HIV positive inmates released from jail as they transition back into their community. The Seek, Test, and Treat Model is founded on the idea that broad, consistent treatment with antiretroviral therapy within a population of HIV positive persons could lower the level of HIV viral load in the community, decreasing the likelihood of HIV transmission, and thus reducing new cases of HIV infection far more than decades of individually-focused HIV prevention interventions. Given the elevated seropositivity among the incarcerated in the County, this proposed intervention in particular can reduce HIV transmission in communities to which the formerly incarcerated return following their release.

Exhibit I has been approved by County Counsel as to form, Exhibit II is the Appropriation Adjustment. Attachment A is the Grant Management Statement.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to accept: 1) the CHRP GA to implement an EDI for interoperability data sharing between EHRs of individual providers and OAPP-funded providers; and 2) the UCLA subaward for The Seek, Test, and Treat Model study designed to improve HIV prevention efforts in the County.

Respectfully submitted,

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:mjp:jlm

**Enclosures** 

c: Chief Executive Officer County Counsel Executive Officer, Board of Supervisors

# AGREEMENT NO. MH10-LAC-610 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA CALIFORNIA HIV/AIDS RESEARCH PROGRAM and LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the California HIV/AIDS Research Program (hereinafter called "CHRP"), and Los Angeles County Department of Public Health (hereinafter called the "Recipient"), a non-profit institution.

#### WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the California HIV/AIDS Research Program; and

WHEREAS, The Regents, in keeping with the outcome of a scientific peer review process and the advice of an appropriately constituted Scientific Advisory Committee, has recommended Recipient's proposal for the conduct of CHRP research; and

WHEREAS, acting on the recommendation of the Scientific Advisory Committee, The Regents have approved Recipient's proposal for conducting CHRP research,

NOW THEREFORE, the parties mutually agree to the conditions stated in Articles 1 through 20 in the pages to follow.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	LOS ANGELES COUNTY DEPARTMEN HEALTH	T OF PUBLIC
By: Man Molorey Title: Director, Strategic Sourcing Date: O J J O	By:	6°

Haggai Hisgilov\*\*

Executive Director, Strategic Sourcing

\*\*Second signature required only if amount exceeds \$250,000

#### 1. STATEMENT OF WORK

Recipient shall conduct CHRP research in accordance with its proposal entitled LA County Patient-Centered HIV Medical Home Project, which is incorporated herein by reference.

## 2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from December 1, 2010 through November 30, 2013.

#### 3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Jennifer Sayles. See the <u>Special Research Programs Grant Administration Manual</u>, which can be found at <a href="http://www.californiaaidsresearch.org/grantees/gam\_2007\_2009.pdf">http://www.californiaaidsresearch.org/grantees/gam\_2007\_2009.pdf</a>, for specific minimum percent effort and other requirements and actions requiring prior approval.

#### 4. BUDGET AND EXPENDITURES

- A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting December 1, 2010 through November 30, 2011 shall not exceed \$460,000.
- B. Subject to the contingency stated below in subsection 4.F., an amount not to exceed \$460,000 and \$460,000 will be made available and reimbursable to Recipient under this Agreement for the second and third year of the project. An amendment to this Agreement will not be forthcoming, except as necessitated if sufficient funds for this project are not made available to The Regents.
- C. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the <u>Special Research Programs Grant Administration Manual</u>. Rebudgeting and carry forward actions must be consistent with the provisions described in the <u>Special Research Programs Grant Administration Manual</u>.
- D. In accordance with the <u>Special Research Programs Grant Administration Manual</u>, indirect costs are reimbursable for 25% of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.
- E. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by CHRP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates (in those cases where Recipient's rate is less than 25%), or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to CHRP. Recipient shall annually provide to CHRP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).
- F. It is mutually agreed upon the parties that this Agreement has been written before ascertaining the availability of congressional or legislative appropriations of funds for the mutual benefit of both parties, in order to avoid program or fiscal delays that would occur if this Agreement was signed after that determination was made.

This Agreement is viable and enforceable only if sufficient funds are made available to The Regents of the University of California for the purpose of this program. Funding is contingent upon approval of the State Budget by the Legislature and the Governor. Should sufficient funds not be made available, The Regents will notify Recipient and proceed with the cancellation of this Agreement or modification in scope and budget, as appropriate.

#### 5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the <u>Special Research Programs Grant Administration Manual</u> found on the internet at <a href="http://www.californiaaidsresearch.org/grantees/gam\_2007\_2009.pdf">http://www.californiaaidsresearch.org/grantees/gam\_2007\_2009.pdf</a>, and Office of Management and Budget Circulars

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Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

#### 6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties. Payment for 100% of the second year period will be released automatically at the beginning of the second year and 80% of the approved third year budget will be released automatically at the beginning of the third year. The remaining 20% will be paid after receipt of the final reports required by Articles 8 and 9. All payments are subject to clearance of the contingencies listed below.

Payments are contingent upon:

- Appropriation and availability of funds provided by the California State Legislature
- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Clearance of all administrative issues, including pre-award requirements for new awards, and acceptability of progress and fiscal reports
- Receipt of all required reports (Scientific Progress reports as described in Article 9 for continuing awards; Fiscal and Scientific Progress reports as described in Articles 8 and 9 for release of the final 20% of an expiring or terminating award.)

Invoices are not required, and amendments to this Agreement for subsequent anticipated project periods will not be forthcoming. However, current Certificates of Insurance, as required by Article 13 must be submitted prior to payment.

If sufficient funds are not appropriated for this program and Agreement, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

## 7. <u>ANIMAL/HUMAN SUBJECTS</u>

CHRP is not requiring submission of approvals from an institutional review board (IRB) or an institutional animal care and use committee (IACUC) governing the conduct of research involving human and animal subjects as had been indicated in the application instructions. Acceptance of this award will serve as agreement by the recipient to conduct any research funded by this award involving human and animal subjects according to the standards of the appropriate review board or committee, including obtaining and renewing all required approvals for use of research subjects. No funds for work requiring IRB or IACUC approvals may be expended until such approvals have been granted by the institution or by a certified IRB, in cases where the institution does not have an internal IRB. Furthermore, during the course of the award period, expenditure of any CHRP funds pertaining to this award must cease if any required IRB or IACUC approval lapses until such time as the approval is extended or reinstated. Approvals or applications for approvals must be furnished to CHRP upon request. CHRP reserves the right to withdraw funding of this award if approvals for use of human and or animal research subjects are not obtained in a timely manner, causing unreasonable delay in the progress of the research; or if approvals cannot be obtained for whatever reason.

#### 8. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.
- B. This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.
- C. Recipient shall submit annual fiscal reports to CHRP, detailing its expenditures for the project within 90 days of each project year-end and within 90 days of expiration or termination of this Agreement. The format for the fiscal reports is described in the <u>Special Research Programs Grant Administration Manual</u>. (See the <u>Special Research Programs Grant Administration Manual</u> for revised due dates if a no cost time extension is requested and approved.)

#### 9. SCIENTIFIC PROGRESS REPORT

If a continuing year is anticipated, the scientific progress report regarding the research supported hereunder shall be submitted to CHRP as a single electronic pdf (portable document format) file containing the scientific progress report sent by email to <a href="mailto:chrp@ucop.edu">chrp@ucop.edu</a> 30 days prior to the end of each program year. The format for the progress report is described in the <a href="mailto:Special Research Programs Grant Administration Manual">Special Research Programs Grant Administration Manual</a>. Required forms are available from the CHRP web site (<a href="http://www.californiaaidsresearch.org/grantees/">http://www.californiaaidsresearch.org/grantees/</a>)

In the final year of this Agreement, the scientific report shall be submitted to CHRP either as two paper copies or as a single electronic pdf (portable document format) file sent by email to <a href="mailto:chrp@ucop.edu">chrp@ucop.edu</a> within 60 days after expiration or termination of this Agreement, whichever occurs first. (See the <a href="mailto:Special Research Programs Grant Administration">Special Research Programs Grant Administration</a> <a href="Manual">Manual</a> for revised due dates if an extension is requested and approved.) Required forms are available from the CHRP web site (<a href="http://www.californiaaidsresearch.org/grantees/">http://www.californiaaidsresearch.org/grantees/</a>)

#### 10. PUBLICATION/DISCLAIMER

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by The Regents of the University of California, California HIV/AIDS Research Program, Grant Number MH10-LAC-610. The opinions, findings, and conclusions herein are those of the author and not necessarily represent those of The Regents of the University of California." One reprint or electronic copy of a reprint, preferably as a pdf (portable document format) file of each publication shall be provided to the CHRP, <a href="mailto:chrp@ucop.edu">chrp@ucop.edu</a>, electronically.

#### 11. TERMINATION

This Agreement may be terminated in whole or in part without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all unliquidated advance payments within 90 days of termination.

Notwithstanding the above, The Regents shall have the right to an immediate termination if Recipient becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or seeks reorganization, has a receiver appointed or institutes any proceedings for liquidation or winding up.

#### 12. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the CHRP Program Official upon request by Recipient as described in the <u>Special Research Programs Grant Administration Manual</u>. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Executive Director of Strategic Sourcing, or his/her designee, and shall be by mutual consent of the parties in writing.

#### 13. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(i)	Each Occurrence	\$1,000,000
(ii)	Products/Completed Operations Aggregate	\$3,000,000
(iii)	Personal and Advertising Injury	\$1,000,000
(iv)	General Aggregate	\$3,000,000

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If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C. Workers' Compensation as required under California State law.
- D. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

- E. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
- G. The coverages required under this Article shall not in any way limit the liability of the Recipient.

The coverage referred to under (A) and (B) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies. Alternatively, should Recipient have more than one CHRP award from The Regents, one certificate for all CHRP awards, with the following language, will suffice: "This coverage is for all California HIV/AIDS Research Program agreements awarded to Los Angeles County Department of Public Health by The Regents of the University of California. The certificate holder is added as an additional insured as their interests may appear."

NOTE: Payment will be withheld until Certificate(s) of Insurance has been received by The Regents.

#### 14. <u>INDEMNIFICATION</u>

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations including those pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

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#### 15. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.
- B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall belong to the Recipient.
- C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.
- D. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.
- E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient and licensed in the public interest.
- F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

#### 16. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the nondiscrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during in the U.S. military, ground, naval, or air services during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250 and 60-300 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

#### 17. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds \$5,000 or the capitalization threshold established by the organization, whichever is less. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120 days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal property will become property of the Recipient.

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#### 18. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

## 19. PROJECT PERSONNEL AND OTHER INFORMATION

THE REGENTS		
Program and Fiscal Matters:	John Mortimer, Ph.D. (510) 587-6131 California HIV/AIDS Research Program Office of Health Affairs Office of the President University of California 300 Lakeside Drive, 6th Floor Oakland, CA 94612-3550	
Contractual Matters:	Lourdes G. DeMattos, (510) 987-9850 Contract and Grant Officer Research Administration Office University of California 1111 Franklin St., 5th Floor Oakland, CA 94607-5200	
RECIPIENT		
Program Matters:	Name Jennifer Sayles Title Medical Director Address 600 S. Commonwealth Los Angeles, CA 90005 Phone 213-351-8003	
Fiscal Matters:	Name Dave Young Title Chief, Finance Service Address 600 S. Commonwealth Los Angeles, CA 90005 Phone 213-351-8111	
Contractual Matters:	Name Monique Collins Title Chief, Contract Admin. Address 600 S. Commonwealth Los Angeles, CA 90005 Phone 213-351-1115	
Address to which checks should be mailed if different from above Fiscal Matters address:	Name Title Address	

Phone

PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO.

## **EXHIBIT I**

Agreement No. MH10-LAC-610 Sayles

## 20. NOTICES

Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents' contact for Program and Fiscal Matters and to The Regents' contact for Contractual Matters listed in Article 19, above.

#### **EXHIBIT A**

## University of California California HIV/AIDS Research Program

#### **Award Notice**

Principal Investigator: Jennifer Sayles

Award #: MH10-LAC-610

Institution: Project Title: Los Angeles County Department of Public Health LA County Patient-Centered HIV Medical Home Project

This award notice for period: December 1, 2010 - November 30, 2011

#### Approved Budget:

Personnel (Salaries, Wages, Benefits)	\$200,945
Consultant/Contract	180,000
Supplies and Expenses	14,305
Equipment	0
Travel - Annual Meeting	0
Travel - Project-Related	4,250
Travel - Scientific Meetings	500
Indirect Costs	60,000
TOTAL:	\$460,000

Anticipated award for FY 2011-2012 \$460,000; FY 2012-2013 \$460,000

- 1. Inform CHRP if you receive funds for related research from any other source.
- 2. Conduct research involving human and animal subjects according to the standards of the appropriate review board or committee (i.e. Institutional Review Board or Institutional Animal Care and Use Committee). No funds for work requiring IRB or IACUC approvals may be expended until such approvals have been obtained. Approvals or applications for approvals must be furnished to CHRP upon request.
- 3. Submission of Annual Progress and Fiscal Reports on or before the due date.
- 4. Management of the grant according to CHRP Policies and Procedures.

Refer to the U.C. Special Research Programs Grant Administration Manual online at http://www.californiaaidsresearch.org/grantees/gam 2007 2009.pdf for specific policies governing the administration of this award. Reporting forms for Progress Reports and requests are available online at http://www.californiaaidsresearch.org/grantees/index.html. Pre-filled reporting forms for Fiscal Reports are sent by email 30 days prior to the due date. Direct any questions to the California HIV/AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.

George Lemp

Director, California HIV/AIDS Research Program

Sit. Egg

cc: Principal Investigator 10/18/2010

#### **COUNTY OF LOS ANGELES**

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.

296

DEPARTMENT OF PUBLIC HEALTH

November 8, 2010

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

#### ADJUSTMENT REQUESTED AND REASONS THEREFOR

## FY 2010-11

4 - VOTES

## SOURCES

Office of AIDS Programs and Policy State Grant A01-PP-25770-88-8831 \$268,000 INCREASE REVENUE

#### USES

Office of AIDS Programs and Policy Salaries & Employees Benefit A01-PP-25770-1000 \$152,000

Services & Supplies A01-PP-25770-2000 \$116,000 INCREASE APPROPRIATION

SOURCES TOTAL: \$ 268,000

**USES TOTAL:** \$ 268,000

#### JUSTIFICATION

B.A. NO.

Reflects increased funding from the Regents of the University of California for the administration of the California HIV/AIDS Research Program (CHRP) to the Office of AIDS Programs and Policy to conduct CHRP research.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

AUTHORIZED SIGNATURE Jeremy O. Cortez

BOARD 2 SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

SACHI A. HAMAI EXECUTIVE OFFICER

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

N, 18, 20 10

# Los Angeles County Chief Executive Office Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Office of AIDS Programs and Policy				
Grant Project Title and Description  The HIV Patient-Centered Medical Home Model research project will improve Los Angeles County's HIV positive patient clinical outcomes by implementing a patient-centered medical home model that uses an electronic				
data interface to improve care co	oordination among providers and the Rand Schrade	r Clinic at LAC+USC Medical		
Funding Agency California HIV/AIDS Research Program	Program (Fed. Grant #State Bill or Code #) Agreement No. MH10-LAC-610	Grant Acceptance Deadline None		
Total Amount of Grant Funding: \$1,380,000 County Match Requirements: None				
Grant Period:	Grant Period: Begin Date: 12/1/10 End Date: 11/30/13			
Number of Personnel Hired Under this Grant: Full Time 0 Part Time 0				
Obligations Imposed on the County When the Grant Expires				
Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐				
Will all personnel hired for this program be placed on temporary "N" items? Yes ⊠ No □				
Is the County obligated to continue this program after the grant expires  Yes No  No				
If the County is not obligated to	continue this program after the grant expires, the D	Department will:		
a). Absorb the program cost without reducing other services		Yes 🗌 No 🗵		
b). Identify other revenue sources		Yes 🗌 No 🗵		
(Describe)		_		
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes \omega No				
Impact of additional personnel on existing space: None.				
Other requirements not mentioned above: None				
Department Head Signature	Jan	Date 17-6-10		